



## TERMS AND CONDITIONS

Please carefully read the following terms and conditions, they form part of the contract you enter in to when booking a tour with Vietnam Motorbike tours.

1. The trip operator is Ride TopGear Pty. Ltd. (also trading as Vietnam Motorbike tours)  
1669 street, Nguyễn Văn Linh, Hòn Rớ, Thành phố Nha Trang, Khánh Hòa, VIETNAM
2. A non-refundable deposit of \$500.00 per person is required to secure your tour reservation. The full balance is payable forty-five (45) days prior to the tour departure. Your booking may be considered cancelled should the full balance not be received by Vietnam Motorbike Tours by that time.
3. Should you need to cancel your trip we must receive notice of this in writing. Your tour deposit is nonrefundable. Between time of final payment and 30 days prior to departure additional cancellation fees will apply, these will be outlined within your invoice. Within 30 days of departure the booking is non-refundable. For this reason, we strongly recommend that you take travel insurance which will cover you against cancellation for unforeseen circumstances such as illness. Dependent on how much notice is provided it may be possible to transfer your tour deposit and additional payments made to an alternative tour date.
4. You are responsible for ensuring that you are fit and healthy enough to participate in your tour. We reserve the right to request a medical certificate from your doctor stating that you can travel on this tour.
5. The tour leader has sole discretion to alter the itinerary should it become necessary to do so due to a variety of reasons such as weather or other local conditions. No compensation will be considered in the event of such changes.
6. Vietnam Motorbike Tours take no responsibility for any flight delays or schedule changes at any stage throughout the trip. In the event of any such change no refund will be considered.
7. Vietnam Motorbike Tours insist that participants obtain personal travel insurance for this trip and will request proof of same. It is the participant's responsibility to ensure that the insurance cover that they take is suitable for riding a motorcycle overseas and that they meet all the insurer's criteria for this cover.
8. Vietnam Motorbike Tours is not responsible for participant's personal effects if they are lost, stolen or damaged. Vietnam Motorbike Tours cannot be held liable for any such loss irrespective of whether the personal items are being carried on the Vietnam Motorbike Tours support vehicle/ bike or lost during a shipment organised by Vietnam Motorbike Tours.
9. Vietnam Motorbike Tours is not responsible for any accidents. It is agreed and understood that neither Vietnam Motorbike Tours nor its agents are the guardians of any customer safety and that they, individually

or collectively, cannot be held liable in any way for any occurrence in connection with the tour which might result in injury, death or other damage to the customer, their property or their family heirs or assigns.

10. Unexpected and uncontrollable situations may require last minute substitution of a motorcycle including after the trip has begun. This may include but is not limited to mechanical failure, collision, damage, and theft. Under such circumstance Vietnam Motorbike Tours reserve the right to substitute the type of motorcycle confirmed. Should Vietnam Motorbike Tours not be able to replace a motorcycle with the confirmed type or similar a prorated refund for the difference in models if any will be refunded to the participant.
11. The motorcycles that Vietnam Motorbike Tours provide include limited 3rd party insurance that will not exceed \$5000.00 USD. An excess of \$500.00 USD applies for all claims relating to 3rd party person or property. The participant will be liable for the first US \$2,000.00 worth of any damage to the motorcycle that is deemed by Vietnam Motorbike Tours to have been your responsibility. The term 'damage' is to exclude reasonable wear and tear. Minor blemishes or paint chips caused by gravel, stones and insects are considered normal wear and tear; however, damage or scratches caused by an accident, dropping a motorcycle, riding it through bushes and flooding bikes is not considered normal wear and tear. The participant may choose to limit their exposure to the initial US \$2,000.00 through the purchase of our Excess Reduction Policy (ERP). This policy operates to reduce the liability excess to an amount of US \$200.00 with the payment of a US \$30 per day fee for the duration of the tour. The participant may exercise this option at the time of booking. Once the tour commences the participant will be unable to exercise this ERP option. Tours listed on the website in our tour calendar automatically include this Excess Reduction Policy.
12. If a participant operates a motorcycle after drinking an alcoholic beverage or using mind altering drugs the rider will incur unlimited liability for damage to the motorcycle. Vietnam Motorbike Tours is not obliged to replace a motorcycle damaged by a participant in these circumstances.
13. Participants who intend to operate a motorcycle provided by Vietnam Motorbike Tours must be at least 25 years of age and must have a valid motorcycle licence. Participants must also have at least 2 years of experience in operating a motorcycle of similar or larger size to that which will be provided by Vietnam Motorbike Tours.
14. If the participant does not comply with local traffic laws, displays dangerous riding behaviour, or does not follow safe group travel practices as described by the tour leader and set out in guidelines by Vietnam Motorbike Tours, we reserve the right to cancel the agreement with the rider and suspend riding privileges on the tour. Riding privileges will also be suspended for anyone under the influence of drugs or alcohol. Participants agree to refrain from alcoholic beverages until the motorcycles have been parked for the night.
15. Vietnam Motorbike tours are not responsible for tour cancellations that occur because of any quarantine, lockdown or border closure imposed by a government or other official body. As always, where possible, VMT will endeavour to transfer customers payments to a later tour date of your choosing.

## **ACCEPTANCE OF TRIP TERMS AND CONDITIONS**

By signing this agreement, I confirm that I am over 18 years of age and that I have read, understood, and accept all the noted and described Terms and Conditions of the contract.

I understand that I will be required to sign a Release and Waiver Form before I can participate with Vietnam Motorbike Tours. I am aware that motorcycling can be dangerous. I am aware that traffic conditions, roads, weather, and other conditions, as well as the actions of other members on the trip can influence the risks. I agree to accept those risks.

I am an experienced, responsible, and healthy motorcyclist with a valid motorcycle licence. As a passenger I am aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators, and agents of this trip, including Vietnam Motorbike Tours, are not the guardians of my safety. They, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation of my participation in the trip which might result in injury, death or other damage to me, my property or my family heirs or assigns.

I understand and accept that this agreement will be binding upon my heirs and assigns, next of kin, executors, administrators, and successors.

Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_